

## REQUEST FOR QUOTES (RFQ) #2024-12

Issue Date: April 29, 2024

Project Name:	Special Inspection Services – New Student Housing		
Quote Due Date/Time:	Monday, May 13, 2024, 1:00 PM Pacific Time		
Project Coordinator:	Thom Darrah	Phone:	541-885-1661
		Email:	Thom.Darrah@oit.edu
Contract Coordinator:	Vivian Chen	Phone:	503-821-1266
		Email:	<a href="mailto:Vivian.Chen@oit.edu">Vivian.Chen@oit.edu</a>

**SUBMIT QUOTES VIA EMAIL TO [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU)**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
“RFQ #2024-12” IN THE SUBJECT LINE**

### 1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes (“RFQ”). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statutes (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology (“Oregon Tech”) Contractor’s Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

### 2. SCOPE

The purpose of this RFQ is to hire a qualified and licensed firm to provide special inspection services for the new student dormitory building that is being constructed at the Oregon Tech, Klamath Falls, OR campus. Selected firm is to provide special inspections as specified in Part 1 – Statement of Special Inspections attached hereto as Exhibit B.

### 3. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff who will work on the project;
- C. Total not-to-exceed price to complete the project, including a breakdown of the not-to-exceed fee and the not-to-exceed reimbursable expenses;
- D. References;
- E. Estimated time to complete the project; and

- F. Any additional information that Oregon Tech should take into consideration for the project or qualifications.

#### **4. EVALUATION**

Quotes will be evaluated based on subjective factors, including but not limited to the following: company experience, staff experience, not-to-exceed price for the inventory, references, and proposal to complete the inventory (including timeline).

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATION  
RFQ #2024-12**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to Oregon Institute of Technology Policy 580-061-0030(3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFQ (including any and all attachments);
2. Are an authorized representative of the quoter;
3. That the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the quote or contract termination; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ OR CCB #(if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

☐ Minority: \_\_\_\_\_ ☐ Women: \_\_\_\_\_ ☐ ESB: \_\_\_\_\_

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

☐ Minority: \_\_\_\_\_ ☐ Women: \_\_\_\_\_ ☐ ESB: \_\_\_\_\_

## OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Professional Services Contract, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the Oregon Institute of Technology Professional Services Contract, attached as **Exhibit A**, (including

insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

- 10. QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
- 11. QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
- 12. QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Submissions or emails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

### **QUOTE EVALUATION AND AWARD**

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Oregon Tech generally will not completely review or analyze quotes, which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Oregon Tech generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Oregon Tech that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech reserves the right to investigate references and or the past performance of any quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items, or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

**EXHIBIT A**

**OREGON INSTITUTE OF TECHNOLOGY – PROFESSIONAL SERVICES AGREEMENT**

[Please see attached.]



**OREGON INSTITUTE OF TECHNOLOGY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT  
CONTRACT #**

This Personal/Professional Services Contract ("Contract") is by and between the Oregon Institute of Technology ("Oregon Tech") and ("Contractor"). Oregon Tech's contract representative for this Contract is ("Contract Representative").

**1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended as provided in this section, this Contract shall expire on ("Term") [NOTE: If using following optional language: please replace "Term" with ("Initial Term")]. [OPTIONAL LANGUAGE: Oregon Tech shall have the option to extend this Contract beyond the Initial Term for [NUMBER] successive [NUMBER]-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") by written notice to the Contractor prior to the end of the then-current Term]. Any expiration or termination of this Contract shall not extinguish or prejudice Oregon Tech's right to enforce this Contract with respect to any right that accrued prior to the Contract's expiration or termination, including without limitation: (a) any breach of a Contractor warranty, or (b) any default or defect in Contractor performance that has not been cured.

**2. Statement of Work.** Contractor will provide the following personal/professional services: as further described in Exhibit A ("Project").

**3. Consideration.** In consideration of the services provided by Contractor, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ , during the Term [If using optional language above add: (including the Initial Term and both Renewal Terms)], for accomplishing the work required by this Contract. The foregoing sum shall include any travel and other expense reimbursement authorized in Section 7, Travel and Other Expense, below. If Oregon Tech makes any interim payments to Contractor, such payments shall be made only in accordance with the schedule and requirements outlined in Exhibit A.

**4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Oregon Institute of Technology Standard Personal/Professional Contract Provisions" (the "Terms and Conditions").

**5. Contract Representatives.** Oregon Tech and Contractor shall each appoint a representative who shall be the party's primary point of contact with respect to this Contract and the Project ("Contract Representative"). Oregon Tech's initial Contract Representative will be the individual identified in the introductory paragraph above, and Contractor's initial Contract Representative will be . The parties may each change their Contract Representative at any time at their sole discretion by providing written notice to the other party. The Contract Representatives shall meet regularly [and in no circumstance less often than monthly]. The purpose of the meetings is to promote collaboration, coordination, and communication between the parties. Project management meetings, at a minimum, will ensure that the parties will to discuss the following at each meeting: (a) progress of the Project, including achievement of Project objectives, metrics, plans, and timelines, (b) quality of work performed, (c) change orders or amendments to the Project or the work, (d) scope of any necessary ancillary work, (e) Oregon Tech's reasonable needs for access to any work site where Contractor is working, (f) Contractor's reasonable need for access to any campus location outside of a Project work site, (g) other Project coordination issues, and (h) any portion of the Project needing Oregon Tech's review and approval.

**6. Additional Remedies.** In addition to and without limiting those remedies described in Section 23 of the Terms and Conditions, (a) in the event that Contractor is in breach of this Contract and Oregon Tech provides notice of such breach to Contractor, Oregon Tech is immediately excused from performing its obligations under this Contract until such time as Contractor cures the breach, regardless of whether the Contract is terminated, and (b) in the event of termination of this Contract pursuant to Sections 21(b)(2) or (c) of the Terms and Conditions, Oregon Tech may, in its sole discretion, determine that Contractor is ineligible for any future awards or contracts from or with Oregon Tech.

**7. Travel and Other Expense.** Not allowable under this Contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in **Exhibit D**. Travel and other expense reimbursement under this Contract shall not exceed \$ .

**8. Contract Documents.** This Contract consists of the following documents attached and incorporated by reference, and in the event of conflicts or discrepancies among the documents, interpretations will be based on the following descending order of precedence: this Personal/Professional Services Contract (which includes the Terms and Conditions), **Exhibits A** (Statement of Work), **B** (Insurance), **C** (Certification Statement for Independent Contractor), **D** (Oregon Tech Contractor Travel Reimbursement Policy), **[FOR CONTRACTS >\$250,000 E (Retainage)]**.

#### CONTRACTOR DATA AND CERTIFICATION

**Name (tax filing):**

**Address:**

**Phone No.:**

**Email:**

**MWESB Certification #:**

☐ DBE ☐ MBE ☐ WBE ☐ ESB

Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

#### OREGON INSTITUTE OF TECHNOLOGY STANDARD PERSONAL/PROFESSIONAL CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Oregon Tech, the Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Oregon Tech's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, Oregon Revised Statutes (ORS) 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all



contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and Oregon Administrative Rules (OAR) 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
6. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
7. **GOVERNING LAW.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.  
CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
8. **HAZARD COMMUNICATION.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be solely responsible for all damage to property, death, illness, bodily injury, loss, expense (including reasonable attorney's fees and costs), arising or resulting from or in any way related to (a) Contractor's breach of its obligations under this Contract or (b) any act or omission of Contractor, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon Tech and its board members, trustees, directors, officers, agents, contractors, employees, and members (collectively, the "Indemnified Parties") from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term "Damage" means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitations, attorney's fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term "Proceeding" means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term "Claim" means (a) Contractor's breach of its obligations under this Contract, (b) any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or (c) any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work to be provided or actually provided by Contractor under this Contract. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of Oregon Tech, Contractor shall resist or defend such Proceeding with counsel satisfactory to Oregon Tech, and Oregon Tech agrees to thereafter reasonably assist, at Contractor's expense, in such defense. Thereafter, Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the Proceeding in the name of Oregon Tech, settle any portion of the Proceeding, nor purport to act as legal representative of Oregon Tech, without the prior written consent of Oregon Tech. At any time Oregon Tech may, at Contractor's expense, provide its own defense or assume its own defense from Contractor if Oregon Tech reasonably determines that (a) Contractor is prohibited from defending Oregon Tech, (b) Contractor is not adequately defending Oregon Tech's interests, or (c) an important governmental principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech's defense, Oregon Tech may settle any Proceeding (a) at Contractor's cost, only if Contractor consents to or approves such settlement, or (b) at Oregon Tech's cost, without Contractor's consent or approval. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although Oregon Tech reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (a) is engaged as an independent contractor and shall be responsible for any Federal or State taxes applicable to this payment; (b) will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (c) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and shall not be under the direction and control of Oregon Tech; (d) is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (e) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. Oregon Tech shall report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Any persons employed or engaged by Contractor in connection with the performance of services under this Contract shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Oregon Tech against any claims made by or on behalf of any such employee or contractors.

**11. INSURANCE.** Contractor shall provide insurance as indicated in **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The "Oregon Institute of Technology and its trustees, officers and employees" shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of twenty-four (24) months.

**12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Sections 15(a) or 23(b), neither party shall be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, if to Contractor to the address listed in the "Contractor Data & Certification" Section of this Contract or if to Oregon Tech, to Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice sent by facsimile shall be deemed to be given on the date sent by facsimile (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
- 14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of Oregon Tech. Oregon Tech and Contractor intend that such Work Product be deemed "work made for hire" of which Oregon Tech shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to Oregon Tech all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Oregon Tech may reasonably request in order to fully vest such rights in Oregon Tech. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 15. REPRESENTATIONS AND WARRANTIES.** (a) Contractor's Representations and Warranties. Contractor represents and warrants to Oregon Tech that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (5) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Warranties Cumulative. The warranties set forth in this Section 15 are in addition to, and not in lieu of, any other warranties provided.
- 16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration," and Sections 1, 7, 9, 10, 12, 14, 15, 16, and 23.
- 17. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Oregon Tech. In addition to any provisions Oregon Tech may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Section and Sections 1, 9, 14, 27, and 30 as if the subcontractor were the Contractor. Oregon Tech's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 19. SUCCESSORS IN INTEREST.** Subject to the above restriction on subcontracts and assignments, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is

not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

- 21. TERMINATIONS.** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' written notice to the Contractor. (b) In addition, Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (1) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Oregon Tech is prohibited from paying for such work from the planned funding source; or (2) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be immediately terminated by Oregon Tech for default (including breach of Contract) if (1) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (2) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Oregon Tech, fails to correct such failure within ten business days.
- 22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
- 23. REMEDIES.** (a) In the event of termination pursuant to Sections 21(a), (b)(1), or 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by Oregon Tech, less previous amounts paid and any claim(s) which Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 23(a), Contractor shall pay any excess to Oregon Tech on demand. (b) In the event of termination pursuant to Sections 21(b)(2) or (c), Oregon Tech shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 21(b)(2) or (c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract work been completed. Upon Oregon Tech's request, Contractor shall surrender to anyone Oregon Tech designates, all documents, research, objects or other tangible things needed to complete the work.
- 24. NO THIRD-PARTY BENEFICIARIES.** Oregon Tech and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 26. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and

the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 27. FORCE MAJEURE.** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, public health emergency, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Oregon Tech may terminate this Contract upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Contract.
- 28. WAIVER.** The failure of Oregon Tech to enforce any provision of this Contract shall not constitute a waiver by Oregon Tech of that or any other provision.
- 29. RECYCLING.** In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper.
- 30. FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by Oregon Tech. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone, except as required or allowed by applicable law. Contractor and Oregon Tech shall comply with all applicable statutes and rules related to FERPA and education records.
- 31. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
- 32. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. ADDITIONALLY, CONTRACTOR CERTIFIES THAT (A) TO THE BEST OF CONTRACTOR'S KNOWLEDGE, CONTRACTOR IS NOT IN VIOLATION OF ANY LAW AS IDENTIFIED IN SECTION 20 OR 31; (B) CONTRACTOR AGREES TO PERFORM THE WORK REQUIRED BY EXHIBIT A IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; (C) CERTIFIES THAT IT IS AN INDEPENDENT CONTRACTOR AS DEFINED IN ORS 670.600; AND (D) THE STATEMENTS CONTAINED IN EXHIBIT C ARE TRUE AND CORRECT.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

**Oregon Institute of Technology**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A STATEMENT OF WORK

*SAMPLE: Contractor will supply all necessary tools, equipment, supplies, and labor to \_\_, as detailed in Oregon Tech RFQ #\_\_, issued \_\_, attached hereto as **Exhibit**, and Contractor's proposal in response to RFQ #\_\_, dated \_\_, attached hereto as **Exhibit**.*

*In the event of any conflict between **Exhibit** and this Contract or between **Exhibit** and this Contract, the order of precedence set forth in Section 8, Contract Documents, shall govern and control the rights and responsibilities of the parties.*

### **PROJECT REQUIREMENTS**

*Except if otherwise explicitly agreed in writing, Contractor must conform in every respect to the scope of work, requirements, and specifications described beginning on page \_\_ of the RFQ, attached hereto as **Exhibit**. The parties agree that exceptions to the scope of work, requirements and minimum specifications described in the RFQ are as follows: **[INSERT EXCEPTIONS]***

### **PROJECT SCHEDULE AND PROGRES MONITORING**

*After the parties execute the Contract, Contractor will prepare a detailed Project schedule identifying all major Project tasks and milestones. The Project schedule shall be subject to Oregon Tech's approval, which approval shall not be unreasonably withheld. The Project schedule must, at a minimum, include the following tasks and milestones required for the timely execution and completion of the Project: **[INSERT MILESTONES]**.*

- a. During the Term of the Project, Oregon Tech will regularly review the Project schedule with the Contractor to ensure timely completion of the Project. Project schedule revisions or deviations may only be made by mutual agreement by the parties.*
- b. The parties will coordinate the Project work through regularly scheduled meetings between Oregon Tech and Contractor's Contract Representatives. Contractor will provide progress measurement and tracking worksheets and related analytics to illustrate the Project's progress throughout the Term.*
- c. Any installation, implementation, or performance defects identified must be corrected at no additional cost to the Oregon Tech within thirty (30) days of the date of defect identification.*

Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco and Marijuana Free Campus Policies.

### **CONSIDERATION**

- a. [Consideration Rates – Fixed Fee, T&M (list hourly rates and explain authorized expenses).  
*SAMPLE: During the Term, Oregon Tech shall pay Contractor on a time and materials basis, but shall not exceed a total maximum sum of \_\_]**
- b. Payment for all work performed under this Contract shall be subject to the provisions of [Oregon Tech Policy 580-061-0050](#) and shall not exceed the total maximum sum of \$[AMOUNT] during the Term. Invoices may be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601-8801 or [BAO-baoapay@oit.edu](mailto:BAO-baoapay@oit.edu).*

*[SAMPLE FOR RENEWAL PRICING: Should the parties agree to extend the Contract for additional Renewal Terms beyond the Initial Term, Oregon Tech will retain the option to engage Contractor for services in the amount of [INSERT]].*

- c. Unless otherwise specified, Contractor shall submit monthly invoices for work performed. Payments shall be made to Contractor following Oregon Tech's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and Oregon Tech will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- e. Travel and other expenses shall not be reimbursed. This is a fixed fee contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached as **Exhibit D**. Travel and other expense reimbursement under this Contract shall not exceed \$ . The Contract not-to-exceed amount indicated in Section 3, Consideration on page 1, shall be inclusive of all travel and expense reimbursements.
- f. **[FOR CONTRACTS >\$250,000]** This Contract is subject to the provisions of [Oregon Tech Policy 580-063-0045](#) regarding retainage on progress payments to the Contractor for the Project work. Oregon Tech's retainage requirements are summarized in **Exhibit E**, attached hereto and by this reference made a part of the Contract.



## EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2. ☐ Required by Oregon Tech    ☐ Not required by Oregon Tech.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after this Contract is completed.

**3. ☒ Required by Oregon Tech    ☐ Not required by Oregon Tech.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4. ☒ Required by Oregon Tech    ☐ Not required by Oregon Tech.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each claim, incident or occurrence, with an annual aggregate limit of \$1,000,000 for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the "Oregon Institute of Technology, its trustees, officers and employees" as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to Oregon Tech acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Oregon Tech. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070 or [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
  - ☐ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
  - ☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
  - ☐ C. Telephone listing is used for the business that is separate from the personal residence listing.
  - ☐ D. Services are performed only pursuant to written contracts.
  - ☐ E. Services are performed for two or more different persons within a period of one year.
  - ☐ F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**Oregon Tech Contractor Travel Reimbursement Policy**  
**Rates Effective January 1, 2024**

Category	Rate Summary	Policy
<b>Instate Travel:</b>  Meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	All Oregon Cities Meals               \$64.00 Lodging*       \$150.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities.</li> <li>No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>No meal per diem is allowed on one day trips.</li> <li>Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Out-of-State, and Continental US Travel:</b>  <b>High</b> meal per diem \$74.00 B = \$18.50 L = \$18.50 D = \$37.00  <b>Low</b> meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	See list of High Cost Cities	<ul style="list-style-type: none"> <li>The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>.</li> <li>No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>No meal per diem is allowed on one day trips.</li> <li>Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b>	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> <li><b>Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations.</b></li> <li><b>If meals are provided at the meeting or event, no meal per diem is allowed.</b></li> <li>Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.</li> <li>No receipts are required for meals and incidental expenses.</li> </ul>
<b>Mileage for Private Vehicle:</b>	\$0.67 per mile effective January 1, 2024	<ul style="list-style-type: none"> <li>Mileage can be calculated one of 3 ways: <ol style="list-style-type: none"> <li>1) Mileage Chart (see Excel file)</li> <li>2) Actual mileage (from the odometer)</li> <li>3) Mapping software (e.g., mapquest.com)</li> </ol> </li> <li>Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> <li>Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li> </ul>

<b>Pro-ration of meals for partial days involving an overnight stay:</b>  Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	<b>INITIAL Day of Travel – Leave:</b>	<b>Prior to 7:00 am</b>	<b>7:00 am to 12:59 pm</b>	<b>1:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	<b>FINAL Day of Travel – Return:</b>	<b>Prior to Noon</b>	<b>12:00 noon to 5:59 pm</b>	<b>6:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner
<b>Rented Vehicles:</b> Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.				
<b>Airfare:</b> Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.				
<b>Ground Transportation:</b> Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25.00 per item.				
<b>Incidental Expenses:</b> Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.				
<b>Miscellaneous Expenses:</b> The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25.00 per item.				
<b>Hosting Expenses:</b> If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.				
<i>Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at <a href="#">Procurement   Oregon Tech (oit.edu)</a>.</i>				
<i>Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor's Travel Reimbursement Request.</i>				

**[FOR CONTRACTS >\$250,000]**

**EXHIBIT E  
RETAINAGE**

- (1) Oregon Tech will withhold a retainage amount from progress payments made to the Contractor with respect to this Contract.
- (2) Oregon Tech will not retain an amount in excess of five percent (5%) of each progress payment for work completed. If the Contractor has performed at least fifty percent (50%) of the work and is progressing with the Project satisfactorily, upon the Contractor's submission of a written request accompanied by a deposit of securities or a surety bond as further described below, Oregon Tech may, in its discretion, reduce or eliminate retainage on any remaining progress payments. Oregon Tech will respond in writing to all such requests within a reasonable time. When the work is ninety-seven and one-half percent (97.5%) completed, Oregon Tech may, at its discretion and without request by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the remaining unperformed work on the Project. Oregon Tech may at any time reinstate this retainage requirement. Retainage will be withheld from the final payment for work on the Project.
- (3) For contracts valued at or in excess of \$1,000,000, the Contractor may request that the retainage be deposited in an interest-bearing account at a financial institution. Oregon Tech will remain the owner of such funds until work on the Project is complete and accepted by Oregon Tech. Interest earned on deposited retainage funds will accrue to the benefit of the Contractor and will remain in the retainage account until work on the Project is accepted. Oregon Tech may deduct from the retainage any fees necessary to open and maintain an interest-bearing account.
- (4) In lieu of cash retainage to be withheld, Oregon Tech may, in its sole discretion, allow the Contractor to substitute one of the following:
  - a. Deposit of securities:
    - i. The Contractor may deposit bonds or securities with Oregon Tech or in any bank or trust company to be held for the benefit of Oregon Tech. In such event, Oregon Tech will reduce the retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.
    - ii. Bonds and securities deposited or acquired in lieu of retainage will be of a character approved by the Controller's Office, including but not limited to:
      1. Bills, certificates, notes, or bonds of the United States.
      2. Other obligations of the United States or its agencies.
      3. Obligations of any corporation wholly owned by the federal government.
      4. Indebtedness of the Federal National Mortgage Association.
    - iii. Upon Oregon Tech determination that all requirements for the protection of Oregon Tech's interests have been fulfilled, it will release to the Contractor all bonds and securities deposited in lieu of retainage.
  - b. Deposit of surety bond. The Contractor may deposit a surety bond in a form acceptable to Oregon Tech in lieu of all or a portion of funds retained or to be retained. A Contractor depositing such a surety bond will accept surety bonds from its subcontractors and suppliers in lieu of retainage. In such cases, retainage will be reduced by an amount equal to the value of the bond and the excess will be reimbursed to the Contractor.
- (5) Oregon Tech will recover from the Contractor all of Oregon Tech's costs incurred in handling cash retainage and/or securities by reduction of the final Contract payment.

**EXHIBIT B**

**PART 1 – STATEMENT OF SPECIAL INSPECTIONS**

[Please see attached.]

Project Address: 3201 Campus Drive Klamath Falls, Oregon 97601

Permit #: \_\_\_\_\_

Risk Category (1604.5): II

Seismic Design Category (1613.2.5): D

**PART 1 – STATEMENT OF SPECIAL INSPECTIONS**

When special inspection is required to be performed in accordance with Oregon Structural Specialty Code ("OSSC") chapter 17, a building permit cannot be issued until a statement of special inspections has been submitted by the registered design professional in responsible charge and approved by the Building Safety Division. Pursuant to OSSC section 1704, the statement of special inspections shall identify the materials, systems, components and work requiring special inspection or testing; the type and extent of each special inspection; the type and extent of each test; additional requirements for seismic resistance special inspection or testing; and for each type of special inspection identification as to whether it will be continuous special inspection or periodic special inspection.

*Check the items listed below for which special inspection is required to be performed as required by code (please refer to OSSC sections indicated in parentheses) and complete and attach the related Schedule as required for each item checked.*

- ☒ Shop fabrication of load-bearing members or lateral load-resisting members or assemblies (1704.2.5):
  - ☒ Special inspection is not required where the work is done on the premises of an approved fabricator (1704.2.5.1): *attach approved fabricator's certificate of compliance or registration by a nationally recognized accrediting authority as approved fabricator*
- ☒ Steel construction (1705.2): *attach Schedule A*
- ☒ Concrete construction (1705.3): *attach Schedule B*
- ☐ Masonry construction (1705.4): *attach Schedule C1 or C2 or C3*
- ☒ Wood construction (1705.5): *attach Schedule D*
- ☒ Soils (1705.6): *attach Schedule E1*
- ☐ Driven deep foundations (1705.7): *attach Schedule E2*
- ☐ Cast in place deep foundations (1705.8): *attach Schedule E3*
- ☐ Helical pile foundations (1705.9): *attach Schedule E4*
- ☐ Special inspections for wind resistance (1705.11): *attach Schedule F*
- ☒ Special inspections for seismic resistance (1705.12): *attach Schedule G*
- ☒ Testing and qualification for seismic resistance (1705.13): *attach Schedule H*
- ☐ Sprayed fire-resistant materials (1705.14): *attach Schedule I*
- ☐ Mastic and intumescent fire-resistant coatings (1705.15): *attach Schedule J*
- ☐ Exterior insulation and finish systems (1705.16): *attach Schedule J*
- ☐ Fire-resistant penetrations and joints (1705.17): *attach Schedule J*
- ☐ Testing for smoke control (1705.18): *attach Schedule J*
- ☐ Radon mitigation inspections (1705.19): *attach Schedule J*
- ☒ Special cases (1705.1.1): *attach Schedule J*
- ☒ Contractors statement of responsibility for main wind or seismic resistance (1704.4): *attach Schedule K*
- ☒ Structural observations (1704.6): *attach Schedule L*

Project Address: 3201 Campus Drive Klamath Falls, Oregon 97601

Permit #: \_\_\_\_\_

Risk Category (1604.5): II

Seismic Design Category (1613.2.5): D

**SCHEDULE A – STEEL CONSTRUCTION (SEE OSSC TABLE 1705.2 AND SECTION 1705.2 EXCEPTIONS)**

- ☐ 1. Periodic material verification of high-strength bolts, nuts and washers:
- ☐ a. Identification markings to conform to ASTM standards specified in the approved construction documents.
  - ☐ b. Manufacturer's certificate of compliance required.
- ☐ 2. Inspection of high-strength bolting:
- ☐ a. Periodic inspection of snug tight joints.
  - ☐ b. Periodic inspection of pretensioned and slip-critical joints using turn-of-the-nut with match marking, direct-tension indicator or twist-off bolt methods of installation.
  - ☐ c. Continuous inspection of pretensioned and slip-critical joints using calibrated wrench or turn-of nut without match marking methods of installation.
- ☒ 3. Periodic material verification of structural steel:
- ☒ a. Identification of markings to conform to AISC 360 specification in the approved construction documents.
  - ☒ b. For other steel, identification markings to conform to ASTM standards specified in the approved construction documents.
  - ☒ c. Manufacturer's certified test reports.
- ☐ 4. Material verification of cold-formed steel deck:
- ☐ a. Manufacturer's certified test reports.
- ☐ 5. Periodic material verification of weld filler materials:
- ☐ a. Identification of markings to conform to AWS specification in the approved construction documents.
  - ☐ b. Manufacturer's certificate of compliance required.
- ☒ 6. Inspection of welding:
- ☒ a. Structural steel and cold-formed steel deck welding:
    - ☐ 1. Continuous inspection of complete and partial penetration groove welds.
    - ☐ 2. Continuous inspection of multi-pass fillet welds.
    - ☐ 3. Continuous inspection of single-pass fillet welds > 5/16".
    - ☐ 4. Continuous inspection of plug and slot welds.
    - ☒ 5. Periodic inspection of single-pass fillet welds ≤ 5/16".
    - ☐ 6. Periodic inspection of floor and deck welds.
    - ☒ Periodic inspection of welded studs not installed with an automatically timed stud welding machine per AWS D1.1 Section 7.
    - ☒ Periodic inspection of welded studs installed with an automatically timed stud welding machine per AWS D1.1 Sections 7 & 7.8.1.
  - ☐ b. Inspection of reinforcing steel welding:
    - ☐ 1. Periodic verification of weldability of reinforcing steel other than ASTM A 706.
    - ☐ 2. Continuous inspection of reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, boundary elements of special concrete shear walls and shear reinforcement.
    - ☐ 3. Continuous inspection of shear reinforcement.
    - ☐ 4. Periodic inspection of other reinforcing steel.
- ☐ 7. Inspection of steel frame joint details for compliance with approved construction documents:
- ☐ a. Periodic details such as bracing and stiffening.
  - ☐ b. Periodic member locations.
  - ☐ c. Periodic application of joint details at each connection.
- ☐ 8. Inspection of open-web steel joists and joist girders (Table 1705.2.3):
- ☐ a. Periodic inspection of end connections, welded or bolted.
  - ☐ b.1. Periodic inspection of standard bridging, horizontal or diagonal.
  - ☐ b.2. Periodic inspection of bridging that differs from the SJI specifications listed in section 2207.1, horizontal or diagonal.
- ☐ 9. Periodic inspection of cold-formed steel trusses spanning 60 feet or greater (1705.2.4).  
Verify that the temporary installation restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with approved truss submittal package.

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**SCHEDULE B – CONCRETE CONSTRUCTION (SEE OSSC TABLE 1705.3 AND SECTION 1705.3 EXCEPTIONS)**

- ☒ 1. Periodic inspection of reinforcing steel, including prestressing tendons, and placement.
- ☐ 2. Inspection of reinforcing steel welding in accordance with AWS D1.4:
  - ☐ a. Periodic verification of weldability of reinforcing bars other than ASTM A706.
  - ☐ b. Periodic inspection of single-pass fillet welds, maximum 5/16".
  - ☐ c. Continuous inspection of all other welds.
- ☒ 3. Periodic inspection of anchors cast in concrete.
- ☒ 4. Inspection of anchors post-installed in hardened concrete members. (See footnote "b" Table 1705.3):
  - ☐ a. Continuous inspection of adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.
  - ☒ b. Periodic inspection of mechanical anchors and adhesive anchors not defined in 4.a.
- ☒ 5. Periodic verification of required design mix.
- ☒ 6. Continuously, at time concrete is sampled to fabricate specimens for strength test, perform slump and air content tests, and determine the temperature of the concrete.
- ☒ 7. Continuous inspection of concrete and shotcrete for proper application techniques.
- ☒ 8. Periodic inspection for maintenance of specified curing temperature and techniques.
- ☐ 9. Inspection of prestressed concrete:
  - ☐ a. Continuous inspection of application of prestressing forces.
  - ☐ b. Continuous inspection of grouting of bonded prestressing tendons.
- ☐ 10. Periodic inspection of erection of precast concrete members.
- ☐ 11. Periodic verification of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.
- ☒ 12. Periodic inspection of formwork for shape, location and dimensions of the concrete member being formed.

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**SCHEDULE C3 – MASONRY CONSTRUCTION, LEVEL 3 (SEE TMS 402/TABLE 3.1, TMS 602/TABLE 3 AND 4, OSSC 1705.4 AND 1705.4 EXCEPTIONS) Required for engineered masonry in Risk Category IV Minimum tests required:** 1.) Verification of  $f'_m$  and  $f'_{aac}$  in accordance with Article 1.4 B prior to construction and for every 5000 sq. ft. during construction. 2.) Verification of proportions of materials in premixed or preblended mortar, prestressing rout, and grout other than self-consolidating grout, as delivered to the project site. 3.) Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article 1.5 B. 1.6.3 for self-consolidating grout.

- ☐ 1. Periodic verification of compliance with the approved submittals per 1.5, TMS 602.
- ☐ 2. Verification as masonry construction begins:
  - ☐ a. Periodic verification of proportions of site-prepared mortar.
  - ☐ b. Periodic verification of grade and size of prestressing tendons and anchorages.
  - ☐ c. Periodic inspection of placement of reinforcement, connectors, anchor bolts, and prestressing tendons and anchorages.
  - ☐ d. Periodic inspection of prestressing technique.
  - ☐ e. Continuous verification of thin-bed mortar for AAC masonry for the first 5000 square feet of AAC masonry and periodic after the first 5000 square feet of AAC masonry.
  - ☐ f. Continuous verification of sample panel construction.
- ☐ 3. Verification prior to grouting:
  - ☐ a. Continuous inspection of grout space.
  - ☐ b. Periodic verification of placement of prestressing tendons and anchorages.
  - ☐ c. Continuous verification of placement of reinforcement, connectors, and anchor bolts.
  - ☐ d. Periodic verification of proportions of site-prepared grout and prestressing grout for bonded tendons.
- ☐ 4. Inspections during masonry construction:
  - ☐ a. Periodic verification of materials and procedures with the approved submittals.
  - ☐ b. Periodic inspection of placement of masonry units and mortar joints construction.
  - ☐ c. Periodic verification of the size and location of structural elements.
  - ☐ d. Continuous verification of the type, size, and location of anchors, including other details of anchorage to masonry to structural members, frames, or other construction.
  - ☐ e. Continuous inspection of welding of reinforcing bars.
  - ☐ f. Periodic verification of preparation, construction, and protection of masonry during cold weather (<40 deg F) or hot weather (>90 deg F).
  - ☐ g. Continuous inspection of the application and measurement of prestressing force.
  - ☐ h. Continuous inspection of the placement of grout and prestressing grout for bonded tendons is in compliance.
  - ☐ i. Continuous inspection for the placement of the AAC masonry units and construction of thin-bed mortar joints for the first 5000 square feet of AAC masonry and periodic for after the first 5000 square feet.
- ☐ 5. Continuous observation of preparation of grout specimens, mortar specimens and/or prisms.

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**SCHEDULE E1 – SOILS (SEE OSSC TABLE 1705.6 AND EXCEPTIONS)**

- ☒ 1. Periodic verification that materials below shallow foundations are adequate to achieve the design bearing capacity.
- ☒ 2. Periodic verification that excavations have extended to proper depth and have reached proper material.
- ☒ 3. Periodic classification and testing of compacted fill materials.
- ☒ 4. Continuous verification of use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.
- ☒ 5. Prior to placement of compacted fill, periodically observe subgrade and verify that the site has been properly prepared.

Notes:

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**SCHEDULE E2 – DRIVEN DEEP FOUNDATIONS (SEE OSSC TABLE 1705.7)**

- ☐ 1. Continuous verification that element materials, sizes and lengths comply with the requirements of approved construction documents.
- ☐ 2. Continuous determination of capacities of test elements and conduct additional load tests, as required.
- ☐ 3. Continuous observation of element driving operations and maintain complete and accurate records for each element.
- ☐ 4. Continuous verification of placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.
- ☐ 5. For steel elements, perform additional special inspections in accordance with OSSC 1705.2. *attach Schedule A*
- ☐ 6. For concrete elements and concrete-filled elements perform additional special inspections in accordance with OSSC 1705.3. *attach Schedule B*
- ☐ 7. For specialty elements, perform additional inspections as determined by the registered designed professional in responsible charge.

Notes:

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**SCHEDULE E3 – CAST-IN-PLACE DEEP FOUNDATIONS ELEMENTS (SEE OSSC TABLE 1705.8)**

- ☐ 1. Continuous observation of drilling operations and maintain complete and accurate records for each element.
- ☐ 2. Continuous verification of placement locations and plumbness; and confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end bearing capacity. Record concrete or grout volumes.
- ☐ 3. For concrete elements perform additional special inspections in accordance with OSSC 1705.3. *attach Schedule B*

Notes:

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**SCHEDULE E4 – HELICAL PILE FOUNDATIONS (SEE OSSC 1705.9)**

- ☐ Continuous inspection during the installation of helical piles. Record the installation equipment used, pile dimensions, tip elevations, final depth, final installation torqued and other pertinent installation data as required by the registered design professional in responsible charge. An approved geotechnical report and approved construction documents prepared by a registered design professional shall be used to determine compliance.

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**SCHEDULE F – SPECIAL INSPECTIONS FOR WIND RESISTANCE (SEE OSSC SECTION 1705.11 AND EXCEPTIONS)** *Special inspection for wind resistance required as specified in Sections 1705.11.1 through 1705.11.3 unless exempted by Section 1704.2 for buildings and structures constructed in following areas: 1) In Wind Exposure Category B, where  $V_{asd}$  is 120 miles per hour or greater as determined in accordance with Section 1609.3.1. 2) In wind Exposure Category C or D, where  $V_{asd}$  is 110 miles per hour or greater as determined in accordance with Section 1609.3.1.*

- ☐ Structural wood inspection of the main wind force-resisting system (1705.11.1):
  - ☐ Continuous inspection for structural wood required during field gluing operations of element of the main wind force-resisting systems.
  - ☐ Periodic inspection of structural wood required for nailing, bolting, anchoring and other fastening of components of the main wind force-resisting system with fastener spacing 4 inches on center or less, including wood shear walls, wood diaphragms, drag struts, braces, shear panels and hold-downs. 1705.11.2
- ☐ Cold-formed steel light-frame construction inspection of the main wind force-resisting system (1705.11.2):
  - ☐ Periodic inspection is required for cold-formed steel light-frame construction during welding operations of elements of the main wind force-resisting system.
  - ☐ Periodic inspection is required for cold-formed steel light-framed construction for screw attachment, bolting, anchoring, and other fastening of components within the main wind force-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs. (Only required if sheathing is not gypsum board or fiberboard and is wood or steel sheets with fastener spacing that is less than 4 inches on center.
- ☐ Wind-resisting components periodic special inspection required for fastening of the following systems and components (1705.11.3):
  - ☐ 1. Roof covering, roof deck and roof framing connections.
  - ☐ 2. Exterior wall covering and wall connections to roof and floor diaphragms and framing.

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**SCHEDULE G – SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE (SEE OSSC SECTION 1705.12 AND EXCEPTIONS)***Unless specifically exempt by the exceptions of 1704.2 and exceptions in section 1705.12.*

- ☐ Structural steel inspection in structures assigned to seismic design Categories B, C, D, E, or F, unless exempt by this section (1705.12.1). (see Schedule A)
  - ☐ Inspection of structural steel of seismic force resisting systems in accordance with the quality assurance requirements of AISC 341 Chapter J (1705.12.1.1).
  - ☐ Inspection of structural steel elements other than those covered by 1705.12.1.1, including struts, collectors, chords, and foundation elements. Inspections shall be performed as required by AISC 341, Chapter J.
- ☒ Structural wood inspection for seismic force-resisting systems of structures assigned to Seismic Design Category C, D, E, or F (1705.12.2). (see Schedule D)
  - ☐ Continuous inspection for structural wood required during field gluing operations of element of the seismic force-resisting system.
  - ☒ Periodic inspection of structural wood nailing, bolting, anchoring and other fastening elements of the seismic force-resisting system with fastener spacing 4 inches on center or less, including wood shear walls, wood diaphragms, drag struts, braces, shear panels and hold-downs.
- ☐ Cold-formed steel light-frame construction inspection for the seismic force-resisting systems of structures assigned to Seismic Design Category C, D, E, or F (1705.12.3).
  - ☐ Periodic inspection is required for cold-formed steel light-frame construction during welding operations of elements of the seismic force-resisting system (1705.12.3.1).
  - ☐ Periodic inspection is required for cold-formed steel light-framed construction for screw attachment, bolting, anchoring, and other fastening of components within the seismic force-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs. (Only required if sheathing is not gypsum board or fiberboard and is wood or steel sheets with fastener spacing that is less than 4 inches on center (1705.12.3.2).
- ☐ Designated seismic systems' inspection for structures assigned to Seismic Design Category C, D, E, or F. Construction documents shall specify the requirements for certification by analysis, testing or experience data for nonstructural components and designated seismic systems per ASCE 7 section 13.2.2, verify that labeling, anchorage or mounting systems conform to the certificate of compliance.
- ☒ Architectural components' periodic inspection in structures assigned to Seismic Design Categories D, E or F (1705.12.5):
  - ☒ Periodic inspection erection and fastening of exterior cladding, interior and exterior nonbearing walls, and interior and exterior veneer more than 30 feet in height above grade or walking surface.
  - ☐ Periodic inspection during erection and fastening of exterior cladding, interior and exterior nonbearing walls and veneer weighing more than 15 psf.
  - ☐ Periodic inspection during the anchorage of access floors.
- ☒ Mechanical and electrical components' inspection in structures assigned to Seismic Design Categories C, D, E or F (1705.12.6):
  - ☒ Periodic inspection during anchorage of electrical equipment for emergency or standby power systems.
  - ☐ Periodic inspection is required during the anchorage of other electrical equipment in structures assigned to Seismic Design Category E or F.
  - ☐ Periodic inspection during the installation and the anchorage of piping systems carrying hazardous materials and their associated mechanical units.
  - ☐ Periodic inspection during the installation and the anchorage of HVAC ductwork that will contain hazardous materials.
  - ☐ Periodic inspection during the installation and anchorage of vibration isolation systems where the construction documents require a nominal clearance of 0.25" or less between the equipment support frame and restraint.
  - ☒ Periodic inspection of installation of mechanical and electrical equipment, including duct work, piping systems, and their structural supports, where automatic fire sprinkler systems are installed.
    - ☒ Minimum clearances have been provided as required by section 13.2.3 ASCE/SEI 7.
    - ☒ A nominal clearance of not less than 3 inches has been provided between fire protection.
    - ☒ Sprinkler system drops and springs; structural members not used collectively or independently to support the sprinklers; equipment attached to the building structure; and other systems' piping (minimum clearance inspection not required where flexible sprinkler hose fittings are used).
- ☐ Storage racks in structures assigned to Seismic Design Category D, E, or F (1705.12.7):
  - ☐ Periodic inspection for storage rack anchorage 8 ft or greater in height.
- ☒ Periodic inspection of seismic isolation systems in seismically isolated structures assigned to Seismic Design Category B, C, D, E or F during the fabrication and installation of isolator units and energy dissipation devices (1705.12.8).
- ☐ Periodic inspection of cold-formed steel special bolted moment frames during installation in seismic force-resisting systems of structures assigned to Seismic Design Category D, E or F (1705.12.9).

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**SCHEDULE H – TESTING AND QUALIFICATION FOR SEISMIC RESISTANCE (SEE OSSC SECTION 1705.13 AND EXCEPTIONS)**

Testing for seismic resistance as required in sections 1705.13.1 through 1705.13.4 unless exempted by the exceptions of section 1704.2 (1705.13).

- ☐ Structural steel nondestructive testing for seismic resistance in structures assigned to Seismic Design Category B, C, D, E or F performed in accordance with the quality assurance requirements of AISC 341 (1705.13.1).
- ☐ Nondestructive testing of structural steel in the seismic force-resisting systems. See exceptions in section 1705.13.1.1.
  - ☐ Nondestructive testing of structural steel elements including struts, collectors, chords, and foundation elements. See exceptions in section 1705.13.1.2.
  - ☐ Verification of certified mill test reports for each shipment of reinforcing steel complying with ASTM A 615 used to resist earthquake induced flexural and axial forces in special moment frames, special structural walls and coupling beams connecting special structural walls, in structures assigned to *Seismic Design Category B, C, D, E, or F*, the reinforcement shall comply with ACI 318 section 21.1.5.2.
  - ☐ Chemical tests in accordance with ACI 318 section 3.5.2 to determine weldability of ASTM A 615 reinforcing steel.
  - ☐ Ultrasonic testing for discontinuities behind and adjacent to welds after joint completion where subject to through-thickness weld shrinkage strains in base metal thicker than 1.5". Acceptance criteria for nondestructive testing shall be as required in ASTM A 435 or ASTM A 898 (Level 1 criteria) as specified by the registered design professional on the construction documents.
- ☐ Testing of nonstructural components such as architectural, mechanical and electrical components in structures assigned *Seismic Design Categories B, C, D, E or F and where the requirements of ASCE 7 section 13.2.1 item 2* are met by submittal of manufacture's certification and comply with OSSC 1705.13.2:
- ☐ Manufacturer's certification that the component is seismically qualified by one or more of the following and as specified by the registered design professional on the construction documents:
    - ☐ Analysis.
    - ☐ Testing in accordance with the alternative set forth in ASCE 7 section 13.2.5.
    - ☐ Experience data in accordance with the alternative set forth in ASCE 7 section 13.2.6.
- ☐ Testing of designated seismic systems in structures assigned to Seismic Design Category C, D, E, or F that have mechanical, electrical or plumbing components of the designated seismic systems that are subject to the requirements of ASCE 7 section 13.2.1 or 13.2.2 and comply with OSSC 1705.13.3.
- ☐ Active mechanical and electrical equipment that must remain operable following the design earthquake ground motion shall be certified exclusively on the basis of approved shake table testing in accordance with ASCE 7 section 13.2.5 or data in accordance with ASCE 7 section 13.2.6.
  - ☐ Components with hazardous substances and assigned an importance factor >1.5 in accordance with ASCE 7 section 13.1.3 shall be certified by the manufacturer as maintaining containment following the design earthquake ground motion by analysis, approved shake table testing in accordance with ASCE 7 section 13.2.5, or data in accordance with ASCE 7 section 13.2.6.
- ☒ Testing of seismic isolation system components in seismically isolated structures assigned to Seismic Design Category B, C, D, E or F, tested in accordance with ASCE 7 section 17.8 (1705.13.4).

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**SCHEDULE J – SPECIAL CASES**

*Required for construction materials and systems that are alternatives to materials and systems prescribed by OSSC, unusual design applications of materials described in OSSC, or materials and systems required to be installed in accordance with manufacturer's instructions that prescribe requirements not contained in OSSC or referenced standards. For each item checked below, check the required inspection or testing frequency.*

☒ Post-installed anchors in concrete or masonry (see schedules B and C): ☐ Continuous ☒ Periodic

Notes: \_\_\_\_\_

☐ Powder driven shot-in anchors: ☐ Continuous ☐ Periodic

☐ Shoring: ☐ Continuous ☐ Periodic

☐ Underpinning: ☐ Continuous ☐ Periodic

☐ Manufactured concrete block retaining wall systems: ☐ Continuous ☐ Periodic

☐ Insulated concrete form systems: ☐ Continuous ☐ Periodic

☐ Fabricated items: special inspections of fabricated items shall be performed in accordance with section 1704.2.5 (1705.10):  
☐ Continuous ☐ Periodic

Notes: \_\_\_\_\_

☐ Mastic and intumescent fire-resistant coatings (1705.15).

☐ Exterior insulation and finish system (EIFS). Not Required if EIFS is installed over water-resistive barrier with a means of draining moisture to the exterior or EIFS is installed over concrete or masonry walls (1705.16).

☐ Fire-resistant penetrations and joints in High Rise buildings or buildings assigned a Risk Category III or IV (1705.17).

☐ Testing Smoke Control Systems (1705.18).

☐ Radon mitigation inspections (1705.19):

☐ Inspection of soil-gas-retarder membrane after the subfloor preparation inspection and prior to the placement of concrete.

☐ Inspection of sealing of construction joints, penetrations, cracks, and other connections after the placement of concrete.

☐ Special cases (1705.1.1):

Notes: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

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**SCHEDULE K – CONTRACTOR'S STATEMENT OF RESPONSIBILITY FOR SEISMIC RESISTANCE (OSSC 1704.4)**

- ☒ Contractor's statement of responsibility shall containing the following for Contractor and each Subcontractor responsible for the construction of the main wind or seismic-force-resisting system, designated seismic systems or a wind or seismic-resisting component listed in the statement of special inspections. The contractor and subcontractors shall submit a **written statement of responsibility** to the Building Official and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain acknowledgement of the awareness of the special requirements contained in the statement of special inspection. Including: special inspections, testing or structural observations for seismic resistance are required as specified by the registered design professional on this Statement of Special Inspection:
- ☒ Acknowledgement of awareness of the special inspection requirements contained in the Statement of Special Inspections and the attached Schedules.
  - ☒ Acknowledgement that control will be exercised to obtain conformance with the construction documents approved by the Building Safety Division.
  - ☒ Procedures for exercising control within Contractor's organization, the method and frequency of reporting and the distribution of the reports.
  - ☒ Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.

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**SCHEDULE L – STRUCTURAL OBSERVATIONS (OSSC 1704.6)**

Prior to the commencement of observations, the structural observer shall submit to the Building Official a **written statement** identifying the frequency and extent of structural observations. At the conclusion of the work included in the permit, the structural observer shall submit to the Building Official a **written statement** that the site visits have been made and identify any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved.

- ☒ Structural observations for structures where one or more of the following conditions exist (1704.6.1).
  - ☐ Structural observations for structures classified as Risk Category IV.
  - ☐ Structural observations for high-rise building, height greater than 75 ft above the base.
  - ☒ Structural observations for structures when so designated by the registered design professional in responsible charge of the design.
  - ☒ Structural observations for structures when specifically required by the Building Official.
- ☐ Structural observations for seismic resistance for structures assigned to Seismic Design Category D, E, or F where one or more of the following conditions exist (1704.6.2).
  - ☐ Structural observations for structures classified as Risk Categories III or IV.
  - ☐ Structural observations for structures assigned to Seismic Design Category E, classified as Risk Category I or II and is greater than 2 stories above grade plane.
- ☐ Structural observations for Wind resistance: for structures sited where V is 130 mph or greater and the structure is classified as Risk Category III or IV (1704.6.3).

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